REMARKS

In the Office Action[1], the Examiner:

rejected claims 1-4, 7, 18, 19, 23-29, 37-43, 45, and 53 under 35 U.S.C. § 103(a) as unpatentable over U.S. Publication No. 2003/0126048 to Hollar et al ("Hollar") in view of U.S. Publication No. 2003/0033242 to Lynch et al. ("Lynch");

rejected claims 5, 6, 11-13, 10-22, 29, 30, 32-34, 44, and 48-50 under 35 U.S.C. § 103(a) as unpatentable over Hollar and Lynch in further view of U.S. Publication No. 2001/0029475 to Boicourt et al. ("Boicourt");

rejected claims 8-10, 14, 31, 46, and 47 under 35 U.S.C. § 103(a) as unpatentable over Hollar and Lynch in view of U.S. Publication No. 2001/0034628 to Eder ("Eder");

rejected claims 15, 35, and 51 under 35 U.S.C. § 103(a) as unpatentable over Hollar and Lynch in view of "HBJ Financial Accounting" by Kochanek ("Kochanek");

rejected claims 16, 36, and 52 under 35 U.S.C. § 103(a) as unpatentable over Hollar and Lynch in view of U.S. Patent No. 5,621,201 to Langhans et al. ("Langhans"); and

rejected claim 17 under 35 U.S.C. § 103(a) as unpatentable over Hollar and Lynch in view of U.S. Publication No. 2002/0091597 to Teng ("Teng").

By this Amendment, claims 1, 25, 39, and 40 are amended. Dependent claims 15, 35, and 51 are cancelled, although the subject matter of these claims has been incorporated into the independent claims from which these claims depended. Claims 1-13, 16-34, 36-50, 52, and 53 are pending.

[1] The Office Action contains statements reflecting characterizations of the related art and the claims. Regardless of whether any such statement is identified herein, Applicant declines to automatically subscribe to any statement or characterization in the Office Action.

Applicant respectfully traverses the rejection of claims 1-4, 7, 18, 19, 23-29, 37-43, 45, and 53 under 35 U.S.C. § 103(a). A *prima facie* case of obviousness has not been established with respect to these claims.

The key to supporting any rejection under 35 U.S.C. § 103 is the clear articulation of the reason(s) why the claimed invention would have been obvious. Such an analysis should be made explicit and cannot be premised upon mere conclusory statements. *See M.P.E.P. § 2142, 8th Ed., Rev. 6 (Sept. 2007).* "A conclusion of obviousness requires that the reference(s) relied upon be enabling in that it put the public in possession of the claimed invention." *M.P.E.P. § 2145.* Furthermore, "[t]he mere fact that references can be combined or modified does not render the resultant combination obvious unless the results would have been predictable to one of ordinary skill in the art" at the time the invention was made. *M.P.E.P. § 2143.01(III), internal citation omitted.* Moreover, "[i]n determining the differences between the prior art and the claims, the question under 35 U.S.C. § 103 is not whether the differences themselves would have been obvious, but whether the claimed invention as a whole would have been obvious." *M.P.E.P. § 2141.02(I),* internal citations omitted (emphasis in original).

"[T]he framework for objective analysis for determining obviousness under 35 U.S.C. 103 is stated in *Graham v. John Deere Co.*, 383 U.S. 1, 148 U.S.P.Q 459 (1966).... The factual inquiries ... [include determining the scope and content of the prior art and] ... [a]scertaining the differences between the claimed invention and the prior art." *M.P.E.P. § 2141(II).* "Office personnel must explain why the difference(s)

between the prior art and the claimed invention would have been obvious to one of ordinary skill in the art." *M.P.E.P. § 2141(III).*

Independent claim 1 recites, among other elements, a "partial amount representation including an **accrual amount value** that is posted to an account on a periodic schedule, the periodic schedule being determined by the calculation rule representation" (emphasis added). The Office Action correctly recognizes that Hollar does not disclose or suggest this feature of claim 1. Office Action p. 3. In the "Response to Arguments" section of the Office Action, the Office Action states "[c]onsidering the reference as a whole, [p]aragraphs 83-84 in Lynch teaches [sic] deducting the monthly payment from a customer's account. Since [the] monthly payment is deducted from the customer's account, the deduction would be posted in [the] customer's account. Therefore, Lynch teaches the limitation of 'amount value that is posted to an account.'" Office Action p. 17. However, this allegation is not correct.

Here, the Office Action alleges that the "monthly payment" in Lynch constitutes the claimed "partial amount representation." But, this simply cannot be the case. The Office Action clearly recognizes that the "monthly payment" is being **deducted** from the alleged "customer's account." Even so, the Office Action alleges that the **deducted** "monthly payment" must, therefore, be posted to the "customer's account." But, this allegation is contradicted by the recitations of the claims. A "deducted" amount, even if it is posted to an account as the Office Action alleges, does not constitute an "amount value" much less an "accrual amount value." Payments cannot represent a "value" to the payee (i.e., the "customer") because the "value" must be a negative value (i.e., a

debit) to the "customer's account." Therefore, a payment is a liability to the "customer" and does not constitute a "value."

Furthermore, there is nothing about a deducted "monthly payment" that could constitute an "accrual amount value" from the perspective of the payee (i.e., the "customer.") No "amount value" could be "accru[ed]" by making a "monthly payment." To the contrary, a "monthly payment" is not "accru[ed]" by the payee in Lynch. Therefore, for at least this reason, Lynch cannot disclose or suggest the claimed "partial amount representation including an accrual amount value that is posted to an account on a periodic schedule," as the Office Action alleges. Because the Office Action has not demonstrated a *prima facie* case of obviousness with respect to the claims, the rejection is improper and should be withdrawn.

Notwithstanding the above discussion, claim 1 is allowable for at least another independent and distinct reason. The Office Action recognizes that "Hollar is silent regarding . . . the modifying instruction being based on the partial amount representation received by the posting module." Office Action p. 3. The Office Action rather cryptically refers to Lynch stating "[p]aragraph 124-147 teaches calculating monthly payment rate using the total amount of rate and time information." Office Action p. 4. The Office Action never clearly discusses the claimed "modifying instruction" that is based on the "partial amount representation."

In the Reply to Office Action filed on November 19, 2009, Applicant noted this deficiency in the Office Action and asserted that Lynch does not disclose or suggest a "modifying instruction" that is based on the "partial amount representation," as claimed. *See* Reply to Office Action, filed November 19, 2009, p. 8. In the "Response to

Arguments" section of the Office Action, the Office Action states "[a]s mentioned in the previous Office Action, Lynch clearly discloses '**the partial amount representation received by the posting module** (paragraph 124-147 teaches calculating monthly payment rate using the total loan amount and rate and time information).' And [t]he Examiner clearly indicated this limitation in the Office Action" (emphasis added). Office Action p. 19.

It is not clear from the Office Action that it asserts that paragraphs 124-147 of Lynch allegedly disclose a "modifying instruction" at least because the Office Action states that this section of Lynch allegedly discloses "the partial amount representation received by the posting module." Nowhere does the Office Action discuss the claimed "modifying instruction." Indeed, the claimed "partial amount representation received by the posting module" is not the claimed "modifying instruction" at least because the "modifying instruction" is **based** on the claimed "partial amount representation." Therefore, in at least this respect, the Office Action has not demonstrated a *prima facie* case of obviousness with respect to the claims because it has not shown the claimed "modifying instruction" in Lynch. The rejection is improper and should be withdrawn.

Finally, and notwithstanding the above discussion, claim 1 is allowable for a similar, but distinct reason. Claim 1 recites that the "the modifying instruction executed by the processor to modify the first table and the second table in the database causes either the credit sub-table of the first table, the debit sub-table of the first table, the credit sub-table of the second table, or the debit table of the second table in the database to be modified by the partial amount representation." None of Hollar or Lynch disclose or suggest at least this feature of claim 1.

The Office Action has alleged that Kochanek discloses "tables being subdivided into credit and debit sub-tables." Office Action p. 15. While Applicant does not agree with this characterization of Kochanek, Applicant notes that even if the Office Action is correct, Kochanek still does not disclose or suggest a "modifying instruction" that causes a "sub-table" to be "modified by the partial amount representation."

Therefore, since neither Hollar nor Lynch discloses the claimed "modifying instruction . . . [that] causes [a] . . . either the credit sub-table of the first table, the debit sub-table of the first table, the credit sub-table of the second table, or the debit table of the second table in the database to be modified by the partial amount representation," and Kochanek does not remedy the deficiencies of Hollar and Lynch, the rejection of the claims is improper because a *prima facie* case of obviousness has not been established with respect to the claims. Accordingly, Applicant respectfully requests that the rejection be withdrawn.

For at least the above reasons, independent claim 1 is allowable over Hollar and Lynch whether taken alone or in combination. Timely allowance of claim 1 is therefore requested. Claims 2-4, 7, 18, 19, and 23-24 are allowable for at least the reason that they depend from allowable claim 1.

Independent claims 25, 39, and 40, although of a different scope, include recitations similar to those discussed above in relation to independent claim 1 and are not anticipated or even suggested by Hollar and Lynch for reasons similar to those discussed above with respect to claim 1. Claims 26-29, 37, 38, 41-43, 45, and 53 are allowable for at least the reason that they depend from the allowable independent

claims. Therefore, the Examiner should withdraw the rejection of claims 1-4, 7, 18, 19, 23-29, 37-43, 45, and 53 under 35 U.S.C. § 103(a) and allow these claims.

Applicant respectfully traverses the rejections of remaining dependent claims 5, 6, 8-13, 16-22, 29-34, 36, 44, 46-50, and 52 under 35 U.S.C. § 103(a) as unpatentable over Hollar and Lynch in view of one or more of Boicourt, Eder, Kochanek, Langhans, and Teng.

None of Boicourt, Eder, Kochanek, Langhans, and Teng remedy the deficiencies of the Hollar and Lynch, as discussed above. Inasmuch as claims 5, 6, 8-13, 16-22, 29-34, 36, 44, 46-50, and 52 all depend from one of the above-discussed independent claims, these dependent claims are allowable for at least the same reasons as the independent claims. Thus the rejections of these dependent claims under 35 U.S.C. § 103(a) should be withdrawn and these claims should be allowed.

CONCLUSION

In view of the foregoing, Applicant respectfully requests reconsideration and reexamination of this application and the timely allowance of the pending claims.

Please grant any extensions of time required to enter this response and charge any additional required fees to our deposit account 06-0916.

Respectfully submitted,

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Dated: April 28, 2010

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